for the district within which the suit was pending. *M. Hohenberg & Co. v. Mobile Liners. Inc.* (1917, S. D. Ala.) 245 Fed. 169.

See COMMENTS, p. 935.

SALES—BILLS OF LADING—RESERVATION OF TITLE.—The National Bank of Powell, Wyo., telegraphed to the plaintiff an offer to sell a car of potatoes at $1.35 per 100. Through a mistake in the transmission of the telegram it read when delivered: "Can furnish one car clean potatoes at *once* $.35 per 100 f. o. b. Powell." The plaintiff accepted the offer and the Wyoming bank shipped the potatoes, sending a bill of lading to a bank at St. Joseph, Mo., with draft attached for the amount of the sale at $1.35 per 100. The plaintiff tendered the amount due on a 35¢ basis both to the St. Joseph bank and to the carrier. Being unable to obtain possession of the shipment the plaintiff brought replevin against the railroad company. *Held,* that upon tender of the price according to the contract, the title and right to possession passed to the plaintiff, and that the action could be maintained. *J. L. Price Brokerage Co. v. Chicago B. & Q. R. R. Co.* (1917, Mo. K. C. App.) 199 S. W. 732. See COMMENTS, p. 932.

SALES—WARRANTIES—IMPLIED WARRANTY OF WHOLESOMENESS OF FOOD.—The plaintiff purchased and ate at the defendant's drug store ice cream manufactured by the defendant. In an action for damages for illness caused by the presence in the cream of tyrotoxican, a filth product, the trial court charged that the defendant impliedly warranted the cream wholesome and fit to eat. *Held,* that the instruction was correct. *Race v. Krum* (1918, N. Y.) 118 N. E. 853.

See COMMENTS, next month.

TORTS—ENTICING AWAY PLAINTIFF'S EMPLOYEE—JUSTIFICATION.—The defendant corporation induced an employee of the plaintiff corporation to leave the plaintiff in order to enter the service of the defendant. Under his contract with the plaintiff the employee in question was under no duty to remain. The plaintiff sought an injunction. *Held,* that the defendant had committed no legal wrong and that an injunction should be denied. *Triangle Film Corporation v. Artcraft Pictures Corporation* (1918, C. C. A. 2d) 59 N. Y. L. J. 283.

In spite of the *dictum* of Pitney, J., to the contrary in *Hitchman Coal & Coke Co. v. Mitchell* (1917) 38 Sup. Ct. 65 (commented on in [1918] 27 YALE LAW JOURNAL, 794-795), the decision in the principal case seems both sensible and sound. As Learned Hand, J., says in the course of his brief but illuminating discussion, "the result of the contrary would be intolerable both to such employers as could use the employee more effectively and to such employees as might receive added pay. It would put an end to any kind of competition." The learned court felt the contention of the plaintiff to be "so extraordinary" that it refused "to consider it at large" and apparently deemed it unnecessary to cite authorities. Actual decisions upon the point are in fact not numerous. See (1918) 27 YALE LAW JOURNAL, 794. The opinion of the court in the principal case is to be commended for its frank recognition that the decision really involved a determination of policy, viz., what shall be recognized as "just cause" for intentionally interfering with the "status" of employer and employee which existed between the plaintiff and the person induced to leave.

TORTS—NEGLIGENCE—LIABILITY OF CONTRACTOR TO THIRD PARTY.—The defendant corporation constructed a highway bridge under contract with county commissioners. Some years after the bridge had been accepted by the county, the appellant's decedent sustained fatal injuries from its collapse due, as the plaintiff alleged, to negligence in its construction. *Held,* that the complaint stated a good